



RESOURCE ALLOCATION ESTIMATE

PROPOSAL NO: 07-0092.02

Date: 24-Aug-07

CLIENT: MHW

PROJECT TITLE: Otay Water Treatment Plant (Phase 1) - Construction Support (Revised)

Task	Description	Principal- in-Charge	Sr. Project Manager	Project Mgr/ Project Engineer	Sr. Project Engineer	Clerical	Total	Subtotal
1	Bid Support							
	A. Review up to 2 RFC's		1	3			4	\$655
2	Pre-Construction Support							
	A. Review of up to 2 RFI's		1	3			4	\$655
	B. Review of up to 3 shop dwg submittals		3	6		1	10	\$1,555
3	Site Testing							
	A. Field testing			4	16		20	\$2,960
	B. System Activation			2	16	2	20	\$2,780
	C. Letter Report	2	2	4		2	10	\$1,530
	Subtotal Hrs & Direct Labor-Task 1:	2	7	22	32	5	68	\$10,135
	Other Direct Costs-Task 1						Amount	
	Truck			80 per day	per Day		\$0	
	Mileage			\$0.48	per Mile		\$72	
	Office Expenses/Printing/Reproduction (5% DL)						\$507	
	Total ODC:						\$579	
	Hourly	\$200	\$175	\$160	\$145	\$70		
	Total Other Direct Cost							
	Total Direct Labor	\$400	\$1,225	\$3,520	\$4,640	\$350	\$10,135	
	GRAND TOTAL ESTIMATED COST						\$10,714	

001381



RESOURCE ALLOCATION ESTIMATE

PROPOSAL NO: 07-0092.03

Date: 25-Jul-07

CLIENT: MHW

PROJECT TITLE: Otay Water Treatment Plant (Phase 2) - Construction Support

Task	Description	Principal-in-Charge	Sr. Project Manager	Project Mgr/ Sr. Project Engineer	Project Engineer	Clerical	Total	Subtotal
1	Bid Support							
	A. Review of up to 2 RFC's		1	3			4	\$655
2	Pre-Construction Support							
	A. Review of up to 2 RFI's		1	4			4	\$815
	B. Review of up to 3 shop dwg submittals		3	6		1	10	\$1,555
3	Site Testing							
	A. Field testing			2	8		10	\$1,480
	B. System Activation			2	8	2	12	\$1,620
	C. Letter Report	1	2	4		1	8	\$1,260
	Subtotal Hrs & Direct Labor-Task 1:	1	7	21	16	4	48	\$7,385
	Other Direct Costs-Task 1						Amount	
	Truck			80 per day	4 Day		\$320	
	Mileage			0.48 per mile	150 Miles		\$72	
	Office Expenses/Printing/Reproduction (5% DL)						\$369	
	Total ODC:						\$761	
	Hourly	\$200	\$175	\$160	\$145	\$70		
	Total Other Direct Cost							
	Total Direct Labor	\$200	\$1,225	\$3,360	\$2,320	\$280	\$7,385	
GRAND TOTAL ESTIMATED COST							<u>\$8,146</u>	

001382

SUMMARY

OTAY Phase One Services

Task	Description	Total
1	PCS Kickoff Meeting	\$1,313.00
2	Upgrade Application Software Design Guide	\$26,776.00
3	Develop and Test Process Area Control Programs	\$384,126.00
4	Operator and Technical Staff Training	\$67,536.00
5	Project Management	\$162,436.00
6	Master Station Design	\$128,097.00
7	Master Station System Development	\$179,266.00
	Expenses	\$42,975.00
	Project Total	\$992,525.00

SUMMARY

Project Estimate for: Otay PCS Phase II Integration

	LABOR	Expense	Total
Application Programming	\$135,068		
Startup Process Areas	\$28,112		
Project Management	\$20,150		
Expenses		\$1,923	
Hardware		\$70,495	
Software (Less Wonderware)		\$15,250	
	\$183,330	\$87,668	\$270,998

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
HARRIS AND ASSOCIATES
FOR
OTAY WATER TREATMENT PLANT**

CONTRACT NUMBER: H084188

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CONSTRUCTION MANAGEMENT PROFESSIONAL AGREEMENT EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Compensation and Fee Schedule

Exhibit C - Time Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 (AA) Work Force Report
 (BB) Subcontractors List
 (CC) Contract Activity Report

Exhibit E - Consultant Certification for a Drug-Free Workplace

Exhibit F - Determination Form

Exhibit G - City Council Green Building Policy 900-14

Exhibit H - Consultant Evaluation Form

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HARRIS & ASSOCIATES/
FOR CONSTRUCTION MANAGEMENT PROFESSIONAL CONSTRUCTION
MANAGEMENT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and *Harris & Associates* [Construction Management Professional] for the Construction Management Professional to provide Professional Services to the City for the *Otay Water Treatment Plant Upgrades Phase I & II Project*. [Project].

RECITALS

The City wants to retain the services of a professional *Construction Management* firm to provide *Construction Management and Inspection* services [Professional Services].

The Construction Management Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

The City and the Construction Management Professional [Parties] want to enter into an Agreement whereby the City will retain the Construction Management Professional to provide, and the Construction Management Professional shall provide, the Professional Services for the Project [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. The Construction Management Professional shall perform the Professional Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City.

1.2 Contract Administrator. The *Engineering and Capital Improvement Department* is the contract administrator for this Agreement. The Construction Management Professional shall provide the Professional Services under the direction of a designated representative of the *Engineering and Capital Improvement Department*. The City's designated representative will communicate with the Construction Management Professional on all matters related to the administration of this Agreement and the Construction Management Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the

designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Construction Management Professional's cost of, or the time required for, the performance of any of the Professional Services, the Construction Management Professional shall immediately notify the City in accordance with Section 9.1 of this Agreement. If the City deems it appropriate, an equitable adjustment to the Construction Management Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Written Authorization. Prior to performing any Professional Services in connection with the Project, the Construction Management Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Construction Management Professional shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Construction Management Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Construction Management Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Construction Management Professional, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Construction Management Professional, at the time that it was disclosed to the Construction Management Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Construction Management Professional, or (c) otherwise becomes known to the Construction Management Professional other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or / June 30, 2012/ whichever is the earliest but not to exceed five years unless approved by City ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

2.3 Notification of Delay. The Construction Management Professional shall immediately notify the City in writing if the Construction Management Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement or amend the scope of services in accordance Section 1.3.

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Construction Management Professional to a reasonable extension of time, but such delay shall not entitle the Construction Management Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Construction Management Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Construction Management Professional; provided, however, that: (a) this provision shall not apply to, and the Construction Management Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Construction Management Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Construction Management Professional to an extension of time unless the Construction Management Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Construction Management Professional's inability to obtain materials, equipment, or labor.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Construction Management Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Construction Management Professional of such suspension. In the event of such a

suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Construction Management Professional a sum equivalent to the reasonable value of the Professional Services the Construction Management Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Construction Management Professional. The City may then require the Construction Management Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Construction Management Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Construction Management Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Construction Management Professional. After termination of this Agreement, the Construction Management Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Construction Management Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Construction Management Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Construction Management Professional before the effective date of termination. After filing of documents and completion of performance, the Construction Management Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Construction Management Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Construction Management Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Construction Management Professional fails to satisfactorily perform any obligation required by this Agreement, the Construction Management Professional's failure constitutes a Default. A Default includes the Construction Management Professional failure to adhere to the Time Schedule. If the Construction Management Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Construction Management Professional, and any person claiming any rights by or through the Construction Management Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Construction Management Professional.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Construction Management Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed ***\$3,096,976 for Phase I and Phase II (\$1,841,391 phase I and \$1,255,585 phase II)***. The City shall pay the Construction Management Professional in accordance with Section 3.3. The compensation for the Scope of Services shall not exceed \$1,748,554 for phase I and \$1,193,567 for phase II, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$92,832 for phase I and \$62,018 for phase II.

3.2 Additional Services. The City may require that the Construction Management Professional perform additional Professional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Construction Management Professional's performance of Additional Services, the City and the Construction Management Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Construction Management Professional for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Construction Management Professional in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Construction Management Professional shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Construction Management Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Construction Management Professional's errors or omissions, and may include Design Professional's, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Construction Management Professional shall not be paid for the Professional Services required due to the Construction Management Professional's errors or omissions, and the Construction Management Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Construction Management Professional. Whether or not there are any monies due, or becoming due, the Construction Management Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

3.5 Eighty Percent Notification. The Construction Management Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of

Services (Exhibit A) appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV

CONSTRUCTION MANAGEMENT PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards. The Construction Management Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional construction management firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Construction Management Professional of responsibility for reasonably complying with all applicable and published, laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Construction Management Professional's and any Subcontractor's premises to review and audit the Construction Management Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Construction Management Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Construction Management Professional or Subcontractor is in compliance with all requirements under this Agreement. During normal business hours and upon reasonable notice.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.2 Accounting Records. The Construction Management Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Construction Management Professional and Subcontractors shall make available to the City for review and audit; all Project related accounting records and documents, and any other financial data. Upon the City's request, the Construction Management Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subcontractors. The Construction Management Professional shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Construction Management Professional's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Construction Management Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Construction Management Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Construction Management Professional's liabilities, including but not limited to Construction Management Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Construction Management Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Construction Management Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Construction Management Professional shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Construction Management Professional's automobiles including owned, hired and non-owned automobiles, the Construction Management Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single

limit of \$1 million per accident. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Construction Management Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Construction Management Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Construction Management Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Construction Management Professional's employees who are subject to this Agreement, the Construction Management Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$5 million per claim and \$5 million annual aggregate. The Construction Management Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Construction Management Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Construction Management Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

4.3.3.2 The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.3.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Construction Management Professional's insurance and shall not contribute to it.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Construction Management Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Construction Management Professional.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payments of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Construction Management Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

CANCELLATION. Except as provided for under California law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.4.4 Architects & Engineers Professional Liability Insurance.

CANCELLATION. Except as provide for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Construction Management Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Construction Management Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Construction Management Professional may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

4.4 Subcontractors. The Construction Management Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Construction Management Professional shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Construction Management Professional at the time this Agreement is entered. If at any time after this Agreement is entered into the Construction Management Professional identifies a need for additional Subcontractor Services, the Construction Management Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Construction Management Professional's notice shall include a

justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Construction Management Professional may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

4.4.1 Subcontractor Contract. All contracts entered into between the Construction Management Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

4.4.1.1 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Construction Management Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Construction Management Professional.

4.4.1.2 The Construction Management Professional is obligated to pay the Subcontractor, for Construction Management Professional and City-approved invoice amounts, out of amounts paid by the City to the Construction Management Professional, not later than fourteen working days from the Construction Management Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Construction Management Professional and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Construction Management Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Construction Management Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Construction Management Professional's receipt of the City's next payment.

4.4.1.4 In any dispute between the Construction Management Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Construction Management Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Construction Management Professional and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

4.4.1.6 The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

4.5 Contract Activity Report. The Construction Management Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Construction Management Professional shall provide an invoice from each Subcontractor listed in the report. The Construction Management Professional agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Construction Management Professional shall comply with the City's Equal Opportunity Contracting Program Construction Management Professional Requirements (Exhibit D). The Construction Management Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Construction Management Professional shall provide equal opportunity in all employment practices. The Construction Management Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Construction Management Professional Requirements. Nothing in this Section shall be interpreted to hold the Construction Management Professional liable for any discriminatory practice of its Subcontractors.

4.6.2 Non-Discrimination Ordinance. The Construction Management Professional shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Construction Management Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Construction Management Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Construction Management Professional and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Construction Management Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Construction Management Professional has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Construction Management Professional for each subcontract or supply contract. The Construction Management Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517). The Construction Management Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Construction Management Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Construction Management Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. The Construction Management Professional agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Construction Management Professional shall certify to the City that it will provide a drug-free workplace by submitting a Construction Management Professional Certification for a Drug-Free Workplace form (Exhibit E).

4.7.1 Construction Management Professional's Notice to Employees. The Construction Management Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Construction Management Professional shall establish a drug-free awareness program to inform employees about : (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the Construction Management Professional shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Construction Management Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Construction Management Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Americans with Disabilities Act Statement

4.8.1 ADA Compliance. The Consultant agrees to comply with the City's American with Disabilities Act (ADA) requirements set forth in Council Policy 100-04, adopted by Council Resolution No. 282153 and incorporated into this Agreement by this reference. Consultant shall certify to the City that it will comply with the ADA by adhering to the following provisions of the ADA:

4.8.1.1 Title I – Employment Mandates. "No contractor may discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, disciplines, layoffs, and terminations of employment."

4.8.1.2 Title II – State and Local Government. "No qualified individual with a disability may be excluded on the basis, from participation in, or be denied the benefits of services, programs, or activities by contractors or subcontractors providing services to the City."

4.8.1.3 Posting the Statement. Post a statement addressing the requirements of the ADA in a prominent place at the worksite.

4.8.2 Subconsultant Agreements. The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of Article IV, Section 4.8 of this Agreement. Consultants and Subconsultants shall be individually responsible for their own ADA employment programs.

4.8.3 ADA Standards. The Consultant is responsible for the construction management of the Project in accordance with all applicable laws, regulations, and codes, including, but not limited to, the 1990 Americans with Disabilities Act [ADA] and Title 24 California Code of Regulations [Building Code] as defined in Section 18910 of California Health and Safety Code [Title 24]. The Consultant is responsible to comply with all portions of Title 24 and the ADA. (For specific services and public accommodations, the Consultant may contract the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.)

4.9 Product Endorsement. The Construction Management Professional acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Construction Management Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Construction Management Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Construction Management Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of

interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

4.10.1.2 If the City requires an individual member of the Construction Management Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Construction Management Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.3 The Construction Management Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.4 The Construction Management Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Construction Management Professional shall not recommend or specify any product, supplier, or contractor with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.5 If the Construction Management Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Construction Management Professional to liability to the City for attorney's fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Construction Management Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Construction Management Professional's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Construction Management Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Construction Management Professional, its agents, officers, and employees, the Construction Management Professional

shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Construction Management Professional, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Construction Management Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 Storm Water Management Discharge Control. The Construction Management Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Construction Management Professional shall enforce the Project's Storm Water Pollution Prevention Plan (SWPPP) as implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

ARTICLE V

RESERVED

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification. Other than in the performance of Construction Management Professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Construction Management Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Construction Management Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, reasonable attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services that is not covered by Article VI Section 6.2 and is performed under this Agreement by the Construction Management Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Construction Management Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

6.2 Construction Management Professional Services Indemnification and Defense.

6.2.1 Construction Management Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of Construction Management Professional services, Construction Management Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Construction Management Professional or Construction Management Professional's officers or employees.

6.2.2 Construction Management Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Construction Management Professional or Construction Management Professional's officers or employees.

6.3 Insurance. The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

6.4 Enforcement Costs. The Construction Management Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

ARTICLE VII

MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

7.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

7.3 Selection of Mediator. A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

7.3.1 If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

7.3.2 The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

7.3.3 If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

7.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either

Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

8.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Construction Management Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Construction Management Professional's work on behalf of the City without prior written consent of the City.

8.4 Moral Rights. Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Construction Management Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Construction Management Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Lump Sum Design Long Form

Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

8.6 Publication Design. Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Construction Management Professional's work on behalf of the City without prior written consent of the City.

8.7 Intellectual Property Warranty and Indemnification. Construction Management Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Construction Management Professional to produce, at Construction Management Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Construction Management Professional further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Construction Management Professional receives payment under this contract, City shall be entitled, upon written notice to Construction Management Professional, to withhold some or all of such payment.

8.8 Enforcement Costs. The Construction Management Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Mr. Iraj Asgharzadeh, 600 B Street, Ms 907, San Diego, CA. 92101-

45406 and notice to the Construction Management Professional shall be addressed to: Mr. Javier Saunders, 750 B Street, Suite 1800, San Diego, CA. 92101.

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment. The Construction Management Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors. The Construction Management Professional and any Subcontractors employed by the Construction Management Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Construction Management Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Construction Management Professional shall follow the direction of the City concerning the end results of the performance.

9.5 Construction Management Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Construction Management Professional Construction Management Professional. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Construction Management Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City vide may be considered a default of the terms and conditions of this Agreement by the Construction Management Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Construction Management Professional, to require any of the Construction Management Professional's employees or agents to be removed from the Project.

9.6 Additional Construction Management Professionals or Contractors. The City reserves the right to employ, at its own expense, such additional Construction Management Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Construction Management Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in,

negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Construction Management Professional.

9.8 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Construction Management Professional, shall be deemed to be both covenants and conditions.

9.9 Compliance with Controlling Law. The Construction Management Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Construction Management Professional shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.10 Jurisdiction and Attorney Fees. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

9.11 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.12 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

9.13 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

9.14 No Waiver. No failure of either the City or the Construction Management Professional to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

9.15 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

9.16 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

9.17 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.18 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.19 Construction Management Professional Evaluation. City will evaluate Construction Management Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

9.20 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

9.21 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to _____, authorizing such execution, and by the Construction Management Professional.

Dated this _____ day of _____,

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind Harris & Associates and that I have read all of this Agreement, this **20th** day of November, 2007 .

By _____

Jeff Cooper
Senior Vice-President

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____.

MICHAEL J. AGUIRRE, City Attorney

By _____

Deputy City Attorney

CONSTRUCTION MANAGEMENT PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
 - Exhibit B - Compensation and Fee Schedule
 - Exhibit C - Time Schedule
 - Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
 - Exhibit E - Consultant Certification for a Drug-Free Workplace
 - Exhibit F - Determination Form
 - Exhibit G - City Council Green Building Policy 900-14
 - Exhibit H - Consultant Evaluation Form
-

Scope of Work- Otay Water Treatment Plant

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TASK 1 – PROJECT MANAGEMENT

Harris shall provide construction management services for the Otay Water Treatment Phases I & II project. Harris shall be responsible for managing its construction management team, developing the processes and procedures for construction management, providing the resources to complete the project. In addition, Harris will also be responsible for monitoring the project budget and schedule, conducting project team meetings, implementing the quality assurance/quality control program, and communicating with the City of San Diego Water Department (Also referred to as Client).

Purpose:

The Project Plan (PP) will define the approach to managing the personnel and services to be provided to the City of San Diego Water Department under this agreement, and will describe the overall project-level services to be provided.

Approach:

The Project Plan will consist of the following elements:

- The Scope of Work.
- Organization Chart and Staffing Plan.
- Schedule and Budget Tracking Plan.
- Cost Loaded Schedule (S-curve plot or graph) showing anticipated costs of the work provided for in this agreement.
- Communications Plan.
- Progress Reporting Procedures.
- Project Closeout Procedures.

Assumptions:

1. The Project Plan will be based on the assumption that the upgrades to the Otay Water Treatment Plant Phase I & II will be constructed using one contract. The PP will incorporate means to centralize services, share resources, and transfer experience between staff members to optimize project management efficiency.
2. The contract duration for Otay Phase I & II is established in the contract documents for 587 working days. Pre-construction services are limited to items identified in Task 2, pre-construction phase activities. The total duration of construction management and inspection services Task 1, Project Management, Task 3, Construction Management, Task 4, Construction Inspection Activities, and Task 5, Construction Close out activities is estimated not to exceed 31 months. Task 3 and Task 4, Construction Management and Construction Inspection Services is estimated not to exceed 29 months.

3. Harris will not be responsible for means and methods used by City of San Diego contractors.

Deliverables:

1. Harris: Draft Project Plan two copies provided to City.
2. City: Review, comments, and approval of PP
3. Harris: Final Project Plan three final copies provided to City.

1.1 Project Controls System Development

Purpose:

The Project Controls System (PCS) is an integrated cost and schedule information system that will provide Harris managers and City of San Diego Water Department staff with current information regarding schedule, budgets, expenditures, and change orders. The PCS will act to guide the ongoing performance measurement and reporting of the Contractor in conjunction with the approved CM Manual.

The master schedule of the PCS will enable critical activities and interrelationships between the contractors, suppliers, the City of San Diego Water Department, the City of San Diego Water Department's engineer(s), and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The cost-loaded master schedule will provide a cash flow projection for the project during construction.

Once developed, monthly updates of the schedule will reflect field progress and reports from the contractors. Quarterly updates can additionally be prepared during construction and closeout as requested.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

Approach:

The PCS will be developed using Primavera P3 and Contract Manager, Microsoft Word and Excel software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the City of San Diego Water Department and its engineer(s), and the construction manager. The schedule will be structured to include the following:

- Principal work activities of the Harris's construction manager, the City of San Diego Water Department's engineer(s), and operations staff, contractors, and suppliers.
- Level one detail extracted from the Contractors' schedules indicating the critical paths and available float time.

- Activities necessary for regulatory compliance.
- Relationships between submittals, approvals, procurement, and delivery of materials.
- Milestones associated with permitting and approvals.
- Activity requiring coordination with the City of San Diego Water Department.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories that will be compatible with the City of San Diego Water Department's cost accounting system. The work breakdown structure will be based on contractor's activities and will provide the basis for cost-loading activities in the schedule.

Assumptions:

1. The initial master project schedule will be developed based on information available before the award of contracts for construction.
2. Provide cost category information.
3. City of San Diego Water Department to provide initial budget/cost/funding information.

Deliverables:

Harris:

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the City of San Diego Water Department.
4. Initial project cost.

City of San Diego Water Department:

1. Description of City invoicing requirements and guidelines for project work breakdown structure and cost reporting format.

1.2 Monthly Project Progress Meetings and Reports

Purpose:

The monthly progress reports will consist of written reports followed by meetings to keep City of San Diego Water Department management and other stakeholders apprised of Harris' activities under this contract.

Approach:

- Harris will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period.
- The monthly progress meetings will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

Assumptions:

1. The project monthly progress report will be provided throughout the contract period for an estimated duration of 30 months.
2. A regular monthly meeting date and time will be established in the Project Plan. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
3. Written progress reports will be provided to the City of San Diego Water Department at least 5 working days in advance of each progress meeting.
4. CLIENT to submit proposed changes/amendments to the monthly progress reports, in writing, to Harris for its use.

Deliverables:

1. Monthly project progress reports five copies and electronic copy.
2. Monthly progress review meetings with minutes/summaries.
3. Quarterly reports will also be prepared during construction and closeout as requested.

1.3 Document Management SystemPurpose:

The purpose of this subtask is to establish a system for the timely logging, filing, and tracking of project related correspondence to assure timely responses, provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

Approach:

Harris will set up a document tracking system; using Primavera Contract Manager to maintain project files for the Otay Water Treatment Plant Upgrade Phase I and II. Harris will also "provide records management and document control information to the City Project Manager who will provide a copy to the CIP RMU Division in a manner consistent with the CIP program-wide reporting system".

Assumptions:

1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.
2. Harris will create a project file system following the water CIP three file categories (Attachments 3-3.C.2) in the CIP City of San Diego CM Guidelines.

Deliverables:

1. Implementation of a computerized document management system including written procedures for use of the Harris project team.

1.4 Neighborhood Liaison Strategy (Public Coordination)Purpose:

The purpose of this subtask is to provide a strategy for dealing with issues related to the impacts of construction on the residential neighborhoods located adjacent to the project and along Wueste Road.

Approach:

The City will develop a project-specific community relations plan. The City Public Information Officer will develop a strategy for neighborhood communication related to construction phase impacts and mitigation.

Assumptions:

1. The City Public Information Officer will be responsible for the development of this strategy; however, the City of San Diego Water Department will provide general guidelines for neighborhood affairs protocol and will initiate any contact with local elected officials if needed.

Deliverables:

1. City: To develop & Provide Harris with specific plan or guidelines.
2. Harris: Draft Neighborhood affairs strategy memorandum.
3. Harris: Will assist City with Final Neighborhood affairs strategy memorandum.

1.5 PartneringPurpose:

Partnering is a process that establishes an agreement between the key participants of a project such as the engineer, contractor, owner, suppliers, and construction manager, to work cooperatively to achieve common goals and timely resolution of issues for mutual benefit. The process is expected to instill a spirit of teamwork and consequently enhance progress and reduce contract disputes. City of San Diego Water Department and contractor meet to develop a working relationship that promotes cooperation, minimizes confrontation and expeditiously resolves disputes in an amicably manner.

Approach:

Harris will participate in an initial project-partnering workshop with the City of San Diego Water Department, its engineer(s), the Construction Contractor(§), and Harris Construction Management staff. Harris will assist the City of San Diego Water Department in organizing partnering sessions for the project between the City of San Diego Water Department, contractor, design engineers, other interested parties and Harris.

Assumptions:

1. Harris will attend two (one at project start and one mid-term) project-partnering workshops as part of this subtask led by a professional facilitator.
2. Harris will solicit three proposals for workshop facilities and associated accommodations at a nearby hotel or conference center.
3. Harris may assist the City of San Diego Water Department in obtaining the services of a professional facilitator.
4. A minimum of three Harris staff will attend each partnering meeting. Harris staff will attend and take part in both partnering sessions.
5. City and Harris will send managers authorized to make decisions for their respective organizations.
6. Harris will provide 50 percent of cost of facilitator and off site location.

Deliverables:

Partnering charter (from the Partnering Workshop Facilitator).

1.6 Sub-Consultant Management:

Purpose: Provide the City of San Diego Water Department with sub-consultant services; sub-consultants may include materials testing consultants, Testing Services & Inspection, Inc. and may include surveyors and other sub-consultants to be determined later, at reasonable rates.

Approach: Harris staff negotiates sub-consultant agreements with its sub-consultants.

Assumptions:

1. City will retain final approval of all selected sub-consultants and costs related to sub-consultants work.

Deliverables:

1. Copies of all sub-consultant reports. Original reports will remain with Harris until project closeout, at which time all originals will be forwarded to the City of San Diego Water Department.
2. Copies of all sub-consultant invoices billed through Harris.

TASK 2 –Pre-Construction Phase Services

Harris shall provide specialized services during the project Pre-Construction phase, including the bidding periods of the project. These services are intended to involve the construction manager early in the project and to provide advanced planning for the construction phase activities.

2.1 Constructability Reviews (Including Biddability)

Purpose: To identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the City of San Diego Water Department to resolve potential cost or schedule issues prior to the acceptance of bids.

Approach: Provide a review of the contract documents for biddability and constructability. Review specifications for problem areas that could lead to delays, disputes, and change orders during construction. Review plans and specifications for problems that could arise during bid process. Due to the limited time frame and budget this scope is limited to a review of specifications and cursory review of plans.

Assumptions:

1. Harris will not be responsible for errors or omissions that are not noted in its review of the plans and specifications.
2. City of San Diego Water Department and/or designer will determine which Biddability/Constructability comments, if any, are addressed prior to accepting bids.
3. Harris is responsible for bringing discrepancies within the contract documents to the attention of the City of San Diego Water Department but not to decide what information is correct.
4. The decision to determine what information is correct is the prerogative of the designer and City.
5. Harris anticipates that a constructability review will be performed during the "pre-final contract drawing and specification package" phase only.
6. Harris assumes that once comments are provided and design revision are implemented, if any, Harris will backcheck the final documents prior to bid.

Deliverables:

1. Biddability/constructability comments
2. Review report
3. Review of documents after City/Designer review & address comments.

2.2 Attend Pre-Bid Meeting and Assistance

Purpose: Attend pre-bid meeting and assist city in addressing questions.

Approach: The City was elected to lead this meeting. Harris will participate and assist City in addressing questions.

Assumptions:

1. The City CIP Project Manager will conduct the pre-bid conference.
2. The City will provide the meeting venue.
3. Design engineer will field and log all questions raised by bidders during the bid period.
4. The copy of the log of bid questions will be forwarded to Harris for the project records.
5. Minutes are prepared by City.

2.3 Construction Management Plan

Purpose: Provide the City of San Diego Water Department and Harris with uniform procedures and standards for the administration of the construction contract.

Approach: Using the City of San Diego Water Department's Construction Management Guidelines and the Harris Construction Management Procedures Manual, develop a procedures manual that is usable for the construction project. The Manual will be a compilation of both manuals, using various parts from both manuals as appropriate and incorporating a section concerning emergencies. The City approved manual will be used by the City of San Diego Water Department, as it deems appropriate.

Assumptions:

1. City of San Diego Water Department has guidelines for Construction Management that documents its policies and standard operating procedures.
2. The final project manual will be bound in a three ring binder to facilitate future revisions.

Deliverables:

1. Draft project manual for review by the City of San Diego Water Department three copies will be provided.
2. After review and comments, provide final project manual to the City of San Diego Water Department three final copies will be provided to the City.

2.4 Storm Water Pollution Prevention Plan (SWPPP)

Purpose:

Protect the City of San Diego Water Department from potential fines from regulatory agencies by monitoring contractors' activities regarding pollution prevention controls and/or activities for general compliance with the contractor's SWPPP Best Management Practices (BMP's).

Approach:

Harris staff will observe contractors work area for general compliance with the SWPPP Best Management Practices (BMP's) and notify contractor if the pollution prevention controls are not in accordance with the SWPPP. Failure to revise and correct conditions will be cause to have the City of San Diego Water Department take corrective action. Immediate shutdown of contractor's work may be required, if conditions are in non-compliance with the SWPPP or other permit conditions.

Assumptions:

1. Harris will not provide for full time inspections of contractor's work areas for compliance with the contractor(s) SWPPP and BMP's.
2. Harris will not be responsible for contractor(s) means and methods for complying with the BMP's listed in the SWPPP.
3. Harris will not be responsible for costs incurred by the contractor(s) for its failure to comply with its SWPPP.
4. The construction contract will require the contractor to prepare and deliver SWPPP monitoring reports to the CM.

Deliverables:

1. Contractor(s) SWPPP monitoring reports kept in project file for the record.

Pre-construction walk with contractor

Purpose: To start the construction contract with an understanding between the contractor, Harris and the City of San Diego Water Department as to the existing conditions of the project before construction begins.

Approach: Before the Notice to Proceed is given to the contractor, Harris and the contractor, with a City representative, walk the entire project recording existing conditions. Project conditions are logged, videotape, and still photographs are taken to record existing conditions. Copies are provided to the contractor and the City of San Diego Water Department if both deem it advisable. Harris will keep the originals in the project files until project completion.

Assumptions:

1. Project walk will not take longer than one day with approximately the same amount of time to log, file and copy the information.
2. Harris and the contractor prior to the start of physical work will review video and still photographs.

Deliverables:

1. Project photographs and video of conditions before the Notice to Proceed is issued by the City of San Diego Water Department.

TASK 3 – Construction Management Services

Harris, on behalf of the City of San Diego Water Department, will provide construction management services for the Otay Water Treatment Plant upgrades phase i and phase ii construction contracts. The contracts involve construction of new flocculation and sedimentation basin with three stage flocculation, sludge removal system, rehabilitating sixteen existing dual media filters, providing new pumped backwash system and filter to waste, and electrical and instrumentation and control systems, and replacing filter under drains. phase ii consists of a new chlorine dioxide contactor and rapid mix, chlorine dioxide generator and feed system, powdered activated carbon feed system and chemical feed modifications. Construction Management services will include the enforcement of the construction contract requirements included in the contract.

3.1 Pre-construction ConferencesPurpose:

Provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the City of San Diego Water Department's administration of the contracts, introduction of the attendees, and record comments and questions submitted by the contractor(s). Provides an understanding of the procedures to be used on the project(s) and what the contractor can expect from the City of San Diego Water Department and its' consultants.

Approach:

Harris will schedule, prepare agenda, chair, record, and take minutes of the pre-construction meeting. Outline project specifics, and inform contractor of project administration procedures. Invite all affected regulatory agencies, utilities, fire departments, police departments, and others to attend the meeting.

Assumptions:

1. City of San Diego Water Department will provide the meeting venue.
2. City will assist Harris in developing the attendee list.

3. Harris will prepare a draft agenda for City approval prior to the meeting.

Deliverables:

1. Provide written agendas and minutes of pre-construction conferences.
2. Forward electronic copies of pre-construction meeting minutes to the design engineer and attendees.

3.2 Communications and Correspondence

Purpose:

Provide effective written and oral communications on behalf of the City of San Diego Water Department to the contractor and other stakeholders in the administration of the contract.

Approach:

At the pre-construction conference obtain all pertinent information from the attendees to develop a project directory of all key personnel working on the projects. Develop a flow chart showing how correspondence is to be handled once it is received from the contractor or other stakeholders. Log all information received from contractor and others, in Expedition, in separate project files for action and distribution. Prepare appropriate responses and obtain City of San Diego Water Department approval when required. All original correspondence remains with the project files. Only copies will be distributed, except for shop drawing submittals.

Assumptions:

1. The City of San Diego document control index will be used for all correspondence received from the City of San Diego Water Department, contractor and others.

Deliverables:

1. Logs of information received from the City of San Diego Water Department, the contractor or others relating to the project.

Assumptions:

1. The City Project Manager, while consulting with the design engineers, will provide appropriate direction to Harris regarding direction on how it wants to handle certain aspects of change orders. Harris will be allowed to use its sole judgment on how best to handle cost negotiations with the contractors.

Deliverables:

1. Independent cost estimates.
2. Change orders ready for execution
3. Change order summary reports

3.3 Monthly Construction Progress Reports

Purpose:

To keep the City of San Diego Water Department apprised of the project status during the prescribed construction period.

Approach:

Prepare a monthly report that provides construction status to the City of San Diego Water Department and other involved parties. The monthly report shall contain, at a minimum, the following:

1. Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
2. Construction and construction manager's costs incurred for the month.
3. Cash flow projections for both the contractor and Construction manager.
4. Potential Issues, pending change orders and executed change orders.
5. Photographs to show construction activities and for clarity for special issues.
6. Other information deemed necessary for the City of San Diego Water Department to have a concise understanding of the construction Projects.

Assumptions:

1. City of San Diego Water Department will assist Harris in the initial formatting of the first report.

Deliverables:

1. Monthly progress report

3.4 Schedule Monitoring

Purpose:

Monitor and review contractor's schedule during all phases of construction and start-up, after approval of baseline schedule, to monitor project process and detect early delays that may be in the control of the contractor.

Approach:

Develop procedures, using available software, to review the contractor's schedule for logic, duration, and resource changes in the contractors' monthly updates. Notify the contractor of changes and document its response for the record. Keep City of San Diego Water Department apprised of construction schedule and changes found in the updates.

Assumptions:

1. Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling its work. Contractor shall use Primavera scheduling software as requested in the RFQ. Gant charts will be strictly forbidden.

2. Schedule status reports will be a part of the monthly status reports and the quarterly reports.
3. Reporting of construction schedules will be consistent with the "CIP program-wide reporting system Change Order Tracking". The City of San Diego Water Department will clarify the specifics of this reporting system to Harris prior to the initial reporting.

Deliverables:

1. Schedule status reports each month and on a quarterly basis.

3.5 Cost Monitoring

Purpose:

To provide the City of San Diego Water Department with a system that is easily accessible, easy to understand, and provides the required cost information for making timely decisions during all phases of construction and start-up.

Approach:

Using a combination of Contract Manager and Excel software provide reports, spreadsheets and graphs to monitor expected cost outlays and actual cost outlays. Harris review and provide comments regarding estimates prepared by the Design Consultant.

Assumptions:

1. City is to provide direction and assistance in developing the cost monitoring system.
2. Cost monitoring will only monitor the construction contract and the Harris contract.

Deliverables:

1. Implementation of the Cost monitoring system.
2. Cost projections included as part of monthly and quarterly reports.

3.6 Progress / Coordination Meetings

Purpose:

Conduct weekly meetings with the contractor to discuss schedules, status of RFQ's, status of submittals, issues log, old and new business concerning the project and any other business that is a concern of any party attending the meeting. To keep everyone informed as to the status of the project and discuss issues that may influence project completion.

Approach:

Conduct weekly meetings with the contractor and the City of San Diego Water Department to discuss project schedule, current, and past issues that require action by someone other than the party raising the issue. Harris requests the contractors and the City of San Diego Water Department submit agenda items for the weekly coordination meetings. Using the proposed agenda items and agenda items developed in house, Harris prepares an agenda for the meeting and distributes the agenda to the parties that will attend the meeting. Harris distributes the previous meeting minutes and asks for concurrence of those attending the meeting or suggested corrections to the minutes. Minutes are filed as approved or amended.

Harris will focus coordination efforts with Water Department staff on shutdown-related issues and/or issues that would directly affect the public. It is understood that "continuous water delivery during all phases of project construction and startup" must be provided and that no shutdowns will be allowed without written approval from the Water Department.

Assumptions:

1. City and contractor's staff will be able to meet on a regular basis with minimal absences.
2. Meeting room will be able to seat a minimum of 15 people.
3. Meetings will not be more than once a week and will not last longer than a hour.
4. City will attend the meetings as a participant.
5. Harris will take notes of discussion items.
6. Contractor is required to submit a look-ahead schedule (2 or 3 week) at each weekly meeting.

Deliverables:

1. Weekly Agenda with status of open items from previous meetings.
2. Weekly meeting minutes with action items noted.
3. Meeting agenda
4. Meeting minutes Two or three week look ahead schedule (prepared by the contractors)

5. Submittal, Issues log, and RFI and RFQ working logs

3.7 Payment Recommendations

Purpose:

Verify the contractor's request for payment does not represent more than the amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the City of San Diego Water Department for work completed and materials stored on hand (if allowed).

Approach:

Harris and contractor develop a procedure that is acceptable to the City of San Diego Water Department for monthly progress payments and the final payment. Harris reviews contractors' payment requests and verifies contractor pay quantities. After approval of the payment request, by Harris and the contractor, Harris prepares payment documentation, using Contract Manager software, for approval and execution by the City of San Diego Water Department.

Assumptions:

1. Payments will be made to the contractor once each month.
2. City will make payments in accordance with the contract stipulations and State Law.
3. Expedition software is acceptable to the City of San Diego Water Department for preparing progress payments

Deliverables:

1. Contractor progress payment and final payment request.
2. Cost summary in the Monthly status report.
3. Progress payment request documents suitable for approval and execution by the City of San Diego Water Department.

3.8 Safety

Purpose:

Review and monitor contractors' compliance with its safety program. Notify contractor if unsafe condition is observed. Notify the Cal/OSHA if contractor refuses to rectify unsafe condition. Report on "accidents, claims, and other on-going safety related issues to the CIP Project Manager in a manner consistent with the CIP program-wide reporting system" as per the RFQ.

Approach:

Harris staff to observe contractor's work area. Contractor's to be informed if unsafe work conditions and/or areas are observed. Failure to rectify unsafe conditions will be cause to contact Cal/OSHA. Immediate shutdown of contractor's work may be required, if conditions endanger property and/or life.

Assumptions:

1. Contract document require contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or contractor's safety program require contractor to submit accident reports.
3. Harris assumes no responsibility for safety of contractor's work areas.
4. Harris assumes no responsibility for implementation of contractor safety program or its construction means and methods.
5. City of San Diego contractors are solely responsible for safety at the project site.

Deliverables

1. Accident reports
2. Summary of accidents will be part of the monthly progress reports.

3.9 Environmental CoordinationPurpose:

The Project has an approved mitigated negative declaration. Verify contractor has copies of applicable permits and that the work activities abide by the requirements of the permits granted by regulatory agencies.

Approach:

Review and enforce requirements stipulated in permits issued by regulatory agencies. The Project has an approved mitigated negative declaration. Mitigation, monitoring, requirements mitigates potential environmental impacts. The City of San Diego will provide biologist, archaeologist, and paleontological services. Harris will "report a record of environmental issues to the CIP Project Manager in a manner consistent with the CIP program-wide reporting system".

Assumptions:

1. All permits will be provided to Harris for review.
2. All permits will be included in the contract documents.
3. The City of San Diego Water Department will clarify the specifics of the CIP program-wide reporting system to Harris.
4. City will provide biologist, archaeologist, and paleontological services. Harris will interface and coordinate with biologist, archaeologist, and paleontologist. Should noise monitoring services be required, these will be determined during biological surveys and noise monitoring can be added as optional/additional services.

Deliverables:

1. Daily inspection reports prepared by on site Harris inspection staff.
2. Correspondence to affected parties

3.10 Neighborhood Communication

Purpose:

Provide an efficient means to keep residents and businesses, along the construction route, apprised of the work activities they will encounter during construction. Also provide a local contact telephone number which residents and businesses may discuss their concerns and have questions answered.

Approach:

Using the Neighborhood Communication Plan, developed in Task 1, prepare "Dear Neighbor" letters and door hangers as a means to communicate with the residents and businesses along the construction route.

Assumptions:

1. Harris is available to assist with other public outreach efforts as requested, but it assumes no more than one public meeting every three-month period.
2. A reasonable level of effort is anticipated for communication and coordination with individual property owners as needed. It is expected that the schedule and availability (or lack thereof) of different property owners will not severely lengthen the coordination process.

Deliverables:

1. Minutes of all meetings regarding questions asked by residents and business owners.

3.11 Submittal Management and Review

Purpose:

Provide an efficient means of processing shop-drawing submittals between the contractor and the design engineer. Provide the City of San Diego Water Department with a brief, initial review of the contractor's shop drawing submittals before forwarding it to the design engineer.

Approach:

Using Expedition, develop a submittal list for distribution to the contractor and the design engineer. Track and submit suspense submittal logs at each coordination meeting. Follow up on all submittals that are nearing the end of the review period. Question contractor that have not provided re-submittals of shop drawings that either have been rejected or require additional information before the submittal may be approved for inclusion in the work. The following steps will be followed in reviewing the contractor's shop drawings:

1. Log into Expedition all submittals by Specification number, i.e., 12.01, 12.04.01, etc.
2. Review contractor submittal for coordination with other trades and all deviations have been noted. Submittal is returned to the contractor if it is not complete.

3. Construction manager continues review for general compliance with the specification.
4. Submittal is forwarded to design engineer for formal review and acceptance.
5. Submittals are returned to Harris and the submittal status is logged into Expedition.
6. Submittals are returned to the contractor for use in work.
7. Harris to inform contractor if a resubmittal is required.

Assumptions:

1. Harris will not be responsible for errors or omissions in any submittal lists; this is the responsibility of the City of San Diego Water Department's construction contractor.
2. Harris will not incur any costs against it because of Assumption No. 1.
3. Harris will not make an exhaustive review of contractor(s) submittals.

Deliverables:

1. Monthly status logs of project shop drawings submittals.
2. Status log of all submittals in the Expedition database.
3. Log of accepted submittals.
4. Log of submittals in review.
5. Log of submittals that are not approved and will require resubmission by the contractor.
6. Final log of shop drawing submittals and status at end of construction.

3.12 Request for Information (RFI) Management

Purpose:

At times, a contractor is unable to locate information that it deems critical to its construction activity. Harris staff will receive, log and track Requests for Information (RFI) submitted by the construction contractor. The efficient management of RFIs permits the timely communication between the designer and the contractor.

Approach:

Harris will receive, log and review all RFI's for completeness and verify the question is reasonable and understandable. Harris will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. Harris will return the RFI if the question is unclear or, in the opinion of Harris staff, the answer is contained in the contract documents. Harris will note where the requested information can be found in the contract Documents. Harris will track RFI's by creating weekly logs, using the Expedition software, to verify timely response from the design engineer. RFI's held longer than five days by the design engineer will be followed up with a telephone call to the appropriate person in that group.

Assumptions:

1. Harris will not be held responsible for returning a RFI to the contractor in error or misunderstanding.
2. The CLIENT's design engineer will respond with an answer to all RFI's within five working days after receiving it from Harris. Facsimile will be used to forward RFI's to the design engineers.

Deliverables:

1. Log of all RFI and their status.
2. Log of all RFI answers and their status.

3.13 Document ManagementPurpose:

Provide the City of San Diego Water Department with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

Approach:

Using Contract Manager and the City of San Diego Record Management System Category Codes all documents will be logged in the project field office. Documents will be scanned into the document control system and attached to Expedition file index categories. All documents will be filed as an electronic file and hardcopy into the City's record management system.

Assumptions:

1. City will provide filing cabinets, of its choice, for the hardcopy files.

Deliverables:

1. Logs of all documents in the project files (electronic and hardcopy).
2. All hardcopy project documents exchanged on the project between the various parties.

3.14 Change Management and Construction Change Order AssistancePurpose:

To provide the City of San Diego Water Department with assurance the contractor is not presenting bogus requests for extra work that was included in the original scope of the contract. To assure the City of San Diego Water Department the associated extra work costs and time extension requests are fair and reasonable to both the City of San Diego Water Department and the contractor.

Approach:

Review Potential change orders. There are two steps involved with this task. First, there is extra work requested by the City of San Diego Water Department.

Second, there are costs and time claimed by the contractor as alleged extra work. The steps used in assisting the City of San Diego Water Department are similar in some respects and different in others. The approach Harris will use in assisting the City of San Diego Water Department is as follows:

Requests for Changes by the City of San Diego Water Department

1. Forward Request for Quote (RFQ) to contractor for pricing and time extension if necessary. Letter to have a brief scope of the extra work and any other information the construction manager believes the contractor should be aware of to fairly price the work.
2. Request comments from the design consultant to validate request for change.
3. Construction manager reviews the cost quote from the contractor for completeness.
4. If cost quote and construction manager's estimate is within 5%, discuss with City Project Manager for acceptance. If the difference is greater than 5%, negotiate with the contractor for a reasonable number.
5. Should the construction manager and the contractor be unable to negotiate a reasonable price, do the work by force account, or involve the City's Construction department.
6. Construction manager prepares an independent cost estimate of the extra work.

Requests for Changes by Contractor

1. Review requests of alleged cost increases and/or time impacts for merit. If the construction manager determines the request fails on merit, the contractor will be informed of the reasons why the request is denied. Should the construction manager determine the request has merit, proceed as follows.
2. Prepare independent cost estimate and schedule analysis of work.
3. Negotiate extra work cost and time extensions with the contractor.
4. Prepare change orders for execution by the City of San Diego Water Department.

Assumptions:

1. The City Project Manager will identify which change orders will require an independent cost estimate.
2. Harris will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction projects.
3. The City will not negotiate with the contractor on contract changes.
4. Extra work costs successfully negotiated between Harris and the contractor will be submitted to the City of San Diego Water Department for approval.
5. The CIP CM Guidelines correlates with the aforementioned process.

Deliverables:

1. Independent cost estimates.
2. Independent schedule analysis.
3. Summary of negotiations and recommendations for approval.

4. Change orders ready for execution
5. Change order summary reports
6. Documents necessary to obtain approval beyond the authority of the City of San Diego Water Department.

Purpose:

Provide an easily retrievable system for dealing with all changes on the projects, regardless of who initiates the change.

Approach:

Review potential change orders for contractual and technical merit. Prepare independent cost estimates and schedule analysis of work if necessary. Negotiate change order costs with the contractor, as needed. Prepare change orders, with all required support documentation, for execution by the City of San Diego Water Department. Keep the City of San Diego Water Department apprised of cumulative changes in cost and time and the impact of these on the overall project.

3.15 Monthly Invoicing and Employment Reports

Purpose:

To monitor that the contractor is proceeding and making payments with work in compliance, as required by the Public Contract Code, in a timely manner.

To ensure there are no illegal substitutions or additions of subcontracts.

Approach:

The submission of information from the Contractor to the City which documents subcontractor participation compliance and prompt payment requirements.

Assumptions:

1. The contractor prepares and submits to Harris an updated Monthly Invoicing Report and Monthly Employment Report which document ALL subcontractor and employee utilization in the format specified by the City Equal Opportunity Contracting Program.
2. Harris reviews these compliance reports for completeness. If the utilization report is not complete, it is returned.
3. Harris forwards the reports to the City Equal Opportunity Contracting Program Coordinator, along with comments.

3.16 Ongoing Plant Coordination

Purpose:

To provide a standard procedure for the Contractor to follow for coordination of construction activities with the City Water Operations Staff.

Approach:

The procedure for advance notice from the Contractor to the Water Operation Staff to allow the staff the opportunity to minimize the effects of the interruptive activity as required in Section 01040 of Division 1 of the Contract Documents.

The contractor identifies in its construction schedule (as required in Section 01310) the activities that will interrupt the normal facilities procedures and operations and discusses these activities with Harris at least two weeks in advance at the (bi)weekly onsite progress meeting. The Contractor uses the City's Shutdown Request Form to identify plant interruptions.

Harris verifies that the Contractor has or will have all necessary materials, devices and equipment at hand to complete the activity expeditiously.

Harris notifies the Water Operations Staff of the scheduled activity and its potential impact on plant procedures and operations.

If the Water Operations Staff grants permission, Harris so notifies the Contractor. If the Facilities Operations Staff requests alternatives, Harris works with both parties to arrive at a mutually acceptable time and method, after which the Contractor receives permission to proceed.

Assumptions:

1. Contractor will provide terms.
2. City will approve request.

Deliverables:

1. Copy of Shutdown request form.

3.17 Shutdown Requests

Purpose:

To provide a standard procedure for the Contractor to make a request for the City of San Diego and its representatives to coordinate shut down time for connections to or relocation of permanent utilities or treatment processes.

Approach:

The Contractor uses the shutdown request form to advise the City of San Diego and its representatives of a need to temporarily disrupt or shut down a particular part of a treatment process or a utility so that a connection can be made or relocations completed as a part of the work. Such requests are to be in accordance with Section 01040 of Division 1 of the Contract Documents.

The Contractor anticipates the need to connect to or relocate existing utilities or treatment processes and notifies Harris at least 30 days in advance of the scheduled event using the Shutdown Request Form.

Water Operations Division makes necessary arrangements to accommodate the shutdown and indicates approval. Harris and the Contractor may be required to attend a Water Operations Shutdown Committee meeting.

Assumptions:

1. Contractor will provide terms.
2. City will approve request.

Deliverables:

1. Copy of Shutdown request form.

3.18 Start-up Coordination

Purpose:

Provide start-up assistance to the City of San Diego Water Department prior to system start-up.

Approach:

Each component identified in the contract documents for start-up testing, will be separately tested, verified, and certified prior to starting up the integrated system. Harris, contractor, and designer (MWH) will then be prepared to continuously monitor and troubleshoot an integrated system during its start-up. City operations personnel will be encouraged to participate in the start-up operations as part of their training on the new systems.

Contractor will prepare and implement a Project Startup and Testing Plan for the project in accordance with the approved CIP CM Guidelines and Contract Documents. This plan shall not be implemented without written approval of the CIP Project Manager. Startup and testing will be managed per the provisions of the contract documents and coordinated with City Water Operations and Maintenance staff. Startup and testing progress will be reported to the CIP Project Manager as per the CIP program-wide reporting system.

Assumptions:

1. City operations personnel will be available to participate in systems start-up and training.
2. Design consultant will participate in the start-up of the filter system, pumped backwash system, flocculation- sedimentation basins, and SCADA control systems.

Deliverables:

1. Contractor's testing and start-up procedures.

1. Operation and maintenance manuals.

3.19 Process Startup Plan

Purpose:

To develop a Process Startup Plan for Phase I and Phase II of project..

Approach:

The Process Startup Plan defines the sequence of activities to be performed by the Contractor(s) and the City of San Diego and its representatives to place new facility online. The Process Startup Plan identifies necessary equipment, chemicals, tankage, flow streams, pipeline, capacities thereof, and other process constraints which impact the startup. A startup schedule is included to define when specific equipment and flow streams are brought online.

Assumptions:

1. The Contractor prepares a draft copy of the Process Startup Plan.
2. Plan is reviewed and approve by Designer and City.

Deliverables:

1. Contractor provided reviewed start-up plan.

3.20 Owner's Manuals

Purpose:

To obtain complete equipment operations and maintenance instructions.

Approach:

Owner's Manuals are manufacturer's operation and maintenance instructions for equipment items. These instructions are necessary to allow the plant maintenance staff to service or rebuild equipment provided in new facilities. In accordance with Division 1 Section 01730, the Contractor is required to supply text and drawings, assembled into complete manuals.

Assumptions:

1. The Contractor includes Owner's Manuals as a pay item on the cost-loaded schedule.
2. The Contractor prepares the Owner's Manuals in accordance with Section 01730 of the division 1 of the Contract Documents.
3. Harris reviews the Owner's Manuals for proper format and forwards 10 copies of the Owner's Manuals to the Design Consultant for review.

Deliverables:

1. Design Consultant delivers complete O & M Manual.

3.21 Vendor Training

Purpose:

To provide vendor training for equipment operators and maintenance personnel.

Approach:

As required by Section 01670 of Division 1 of the Contract Documents, vendor training consists of detailed lesson plans, training materials, classroom instruction and field instruction on the maintenance and operation of new equipment including the chlorine dioxide feed system, chemical feed systems, mixer and flocculators, and others identified in specifications. Section 01731 of Division 1 contains a less detailed training requirement.

Assumptions:

1. The Contractor submits lesson plans and training materials to Harris.
2. Harris and the Water Operations Division, establish acceptable dates for vendor training. Harris will keep a calendar of available training dates.
3. The Water Operations Division, arranges for training rooms, projectors, etc.
4. The Contractor will video training sessions and provide taped classes.

3.22 Claim Entitlement Analysis (Money/Time)

Purpose:

Provide the City of San Diego Water Department with assistance when the construction contractor submits claims for additional compensation and/or time.

Approach:

The City's contractor submits a claim or claims for work it deems is outside the scope of work that it contracted to do for the Otay Water Treatment Plant Phase I & II Upgrades. Harris will review and make recommendations to the City of San Diego Water Department regarding the contractor claim. Reviews of contractor claims are two steps, first, does the claim have merit, second, and what actions should the City of San Diego Water Department take in resolving the claim. Activities during review of the claim follow:

Merit

1. Review contract documents to determine merit of contractor's claim.
2. Review documents submitted by contractor for adherence to contract requirements and completeness.

Case 1 Harris determines claim is without merit.

Action:

1. Informs the contractor its claim is denied.

Case 2 Harris determines the contractor has adhered to the contract requirements and its claim is meritorious. In the opinion of Harris, the contractor is due additional compensation and/or time.

Actions:

1. Harris requests additional information from the contractor to complete all necessary documentation of the claim if original claim is incomplete in some areas.
2. Harris prepares documentation ratifying contractor's claim. Documentation to contain contract section(s) pertaining to the claim and an independent estimate of the claimed work.
3. Harris recommends settlement of the claim to the City of San Diego Water Department.
4. Harris and/or City negotiate settlement with the contractor.

Assumptions:

1. City will direct Harris as to how meritorious claims will be settled. City to negotiate settlement or Harris to negotiate settlement.

Deliverables:

1. Documentation of the contractor's claim. Documentation to contain information submitted by contractor and information prepared by Harris.
2. Summary of negotiations with the contractor. Summary to contain scope of extra work, justification of settlement, cost of extra work and additional time granted to the contractor for performing the extra work.

3.23 Claims Analysis/Preparation

Purpose:

To assist City in defending against contractor's construction claims in City settlement meeting.

Approach:

Harris will review contractor's claim documentation for merit and/or entitlement. HARRIS will meet with City project staff, and get their perspective of the claims. Harris will analyze the contractor's CPM schedule for City-caused delays and time impacts. Labor productivity and costs will be evaluated, if appropriate, and recommendations will be prepared for the City of San Diego Water Department.

Assumptions:

1. City will provide all documents and records for review by Harris.
2. The claims reporting procedures in the CIP program-wide reporting system are similar to the procedure listed in the approach above.
3. Harris assigned staff to project is available for the claims analysis and settlement meeting is in accordance to Contract Documents.

Deliverables:

HARRIS claims analysis and recommendations.

Task 4 – Construction Inspection Services

4.1 Inspection and Documentation

Purpose:

Provide the City of San Diego Water Department with documentation of construction activities, duration, and work conditions.

Approach:

Provide the City of San Diego Water Department with knowledgeable people, familiar with construction activities to be performed on the project. Using Expedition, document the contractors' daily activities, manpower, equipment and items considered pertinent to the projects. The Construction manager is to review daily reports and provide instruction to inspectors on ways to improve their daily reports. Provide documentation of labor, materials, and equipment each day in various sections of the project.

Assumptions:

1. City will not unreasonably withhold approval of the inspectors proposed by Harris.
2. All inspections are expected to be within the project limits. Harris will be reimbursed for all costs and expenses related to any inspections that are to take place off site.

Deliverables:

1. Daily inspection reports.
2. Concrete placement reports.
3. Miscellaneous reports deemed necessary by the construction manager and with the concurrence of the City of San Diego Water Department Construction Manager.

4.2 Materials Testing and Special Inspection Services

Purpose:

Provide project site and laboratory testing of construction materials used in the Project. Provide special inspection services to comply with the provisions of the building code and project documents.

Approach:

Hire an approved material-testing laboratory that is located within a 50-mile radius of the project site. For testing not being performed by the City testing lab.

The City will conduct all compaction tests and other tests associated with the base and sub-base for structures and pavements. The City will also conduct concrete and masonry strength and shrinkage tests as identified in the contract documents. Provide material and field-testing in accordance with test methods and frequencies specified in the **OTAY WATER TREATMENT PLANT UPGRADES PHASE I AND II**.

Assumptions:

1. City field division will provide earthwork and excavation material testing and compaction testing.
2. City field division will provide concrete testing, concrete cylinders will be picked up by City lab. Shrinkage tests will be performed by City testing lab.
3. Harris will provide special inspection services for concrete, rebar, welding, epoxy dowels, and concrete bolts.
4. Harris will be reimbursed for all costs and expenses related to any testing or inspections that are to take place off site greater than 50 miles outside City .

Deliverables:

1. Reports on all soil proctor and density tests.
2. Compression tests on all concrete samples taken on all project sites.

4.3 Factory Testing

Purpose:

To inspect equipment to be supplied under the Contract operates and meets specifications before it is shipped from the appropriate manufacturer.

Approach:

Factory testing of equipment for compliance with the Contract Documents before leaving the vendor's place of manufacture. The Technical Specifications must clearly define the type of testing to be witnessed by the Construction Manager or the Design Consultant. (see section 01400 of Division 1 of the Contract Documents.)

Assumptions:

1. The Contractor, sends a notice to Harris for factory testing at least 45 days in advance of the event.
2. If required, Harris , the Project Manager and/or Design Consultant witness the factory test and verify the testing procedures and results. The Off-Site Plant Testing (witnessing) service of the City Materials Testing Laboratory is used if applicable.
3. Contractor submits results of the factory test.
4. The Design Consultant will approve the factory tests results prior to shipping the equipment to the site for the following items (coordinate w/City).

5. The Engineering & Capital Projects Department Materials Testing Laboratory will witness and evaluate pipe manufacturing facilities.
6. Harris will use City testing resources when available.

4.4 Maintain Photographic and Video Records of Construction Progress

Purpose:

To provide the City of San Diego Water Department with a photographic record of the project, before, during and after construction.

Approach:

Using still, and digital cameras record the conditions of the project before the contractor starts work and after the work is complete. Using the same cameras, record the contractor's progress during construction. During construction, care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will have captions on the back giving the date taken, direction, and initials of the inspector taking the photograph and a brief description on the photograph.

Assumptions:

1. Photographs will remain at the Harris office until the end of the project.
2. Digital photographs will be archived at the Harris office until the end of the project.

Deliverables:

1. All photographic records.
2. All materials and supplies acquired, and charged to the City of San Diego Water Department, for use under this subtask

4.5 Review and Maintain "As Built" Drawings

Purpose:

To provide the City of San Diego Water Department with accurate record drawings for the project.

Approach:

Monitor contractors required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, Harris staff will maintain a copy of the contract plans for the project. Harris staff will attempt to include items that are not normally shown on the contractor's set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

1. The City will be responsible for making the changes to the drawings prepared by its design engineers.
2. Harris will assist the design engineers in answering its questions regarding the record drawings.
3. Contract documents will require contractor to maintain redline as-built drawings.

Deliverables:

1. One set of marked up contract drawings. This set will be in addition to the contractor's marked up set of contract drawings.

4.6 Final Acceptance – Punch List Assistance

Purpose:

To provide the City of San Diego Water Department with reasonable assurance the general intent of the project documents have been complied with.

Approach:

Coordinate a walk through with the City of San Diego Water Department, project design engineer, contractor, the City of San Diego Water Department maintenance staff and other interested parties. Prepare a punchlist with all errors, deficiencies and/or omissions noted in the walk through for the contractor to correct within a certain timetable. Harris staff will inspect items on the punchlist after the contractor has notified Harris the work is complete. Completed items on the punch list will be initialed and dated as to who did the inspection and the date of the inspection. Upon completion of the punchlist work Harris will notify the City of San Diego Water Department the work is complete and forward a copy of the completed punchlist.

Assumptions:

1. Work requiring correction will be included on the punchlist when it is first noted. These interim punchlists will be transmitted to the contractor periodically during the course of construction.
2. Items may be placed on the punchlist at any time up until the Notice of Completion is filed.

Deliverables:

1. Completed punchlist with items initialed and dated and included with the closeout documents

4.7 Final Inspection and Punchlist

Purpose:

To identify elements of construction requiring correction prior to final acceptance by the City of San Diego Water Department.

Approach:

Following substantial completion perform a project inspection of the completed construction. During the inspection develop a list of contract work requiring correction or rework. The written list of deficient work (punchlist) will be delivered to the City of San Diego Water Department and contractor within three (3) working days of the final inspection. The final punchlist will include items to be corrected that were identified previously during the course of construction.

Assumptions:

1. The City will identify any key stakeholders or other agency personnel to be included in the final inspection.
2. Harris will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. Harris will prepare the final punchlist.

Deliverables:

1. Final punchlist.

Task 5 – Construction Closeout Activities**5.1 Contract Closeout**Purpose:

To provide the City of San Diego Water Department with all documentation and history of the construction contract.

Approach:

Use a systematic approach of reviewing the documents and providing the following:

1. Summary of all project costs;
2. Copy of contractor's performance bond, good for the warranty period.

Assumptions:

1. City will prepare and file contract Notice of Completion and Acceptance of Work.

Deliverables:

1. Final project report, consistent with the CIP program-wide reporting system.

5.2 Project As-Built DrawingsPurpose:

To provide the City of San Diego Water Department with accurate as built drawings for construction contracts.

Approach:

Monitor contractor required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, Harris will maintain a copy of the contract plans for each project. Harris will attempt to include items that are not normally shown on the contractor's set of record drawings.

Assumptions:

1. The City design engineers will be responsible for preparing the "as built" drawings.
2. Harris will assist the design engineers in answering its questions regarding the drawings
3. The contractor will be responsible for delivery of the redline "as built" drawings to the Harris.

Deliverables:

1. One set of marked up contract drawings. This set will be in addition to the contractor's marked up set of contract drawings.

5.3 Final Project ReportPurpose:

To Provide the City of San Diego Water Department with a written history of the construction contract.

Approach:

Harris will review the project documents and prepare a written report for the City of San Diego Water Department. As a minimum, the report will include the following:

1. Names of all organizations involved with the Projects, i.e, City managers, construction manager, contractor and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Harris and the City of San Diego Water Department's Construction Manager.
5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. Contractor evaluation.

Assumptions:

1. City of San Diego Water Department will provide input to Harris regarding the form of the final report.

Deliverables:

1. One Project Report for each construction project. One hard copy and one electronic file will be provided.

5.4 Final PaymentPurpose:

To provide the City of San Diego Water Department with the final contract cost and final balance due the contractor.

Approach:

Following completion of the contract work determine the final quantities and cost of all unit price work and the final costs of all approved change order work. Prepare for City and contractor execution a final balancing change order quantifying the final contract amount.

Assumptions:

1. There are no outstanding issues or claims.
2. The City is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

Deliverables:

1. Final balancing change order.
2. Final payment estimate.

5.5 Contractor EvaluationPurpose:

To provide the City of San Diego Water Department with a detailed evaluation of the contractor's performance.

Approach:

As per the RFQ, Harris will prepare contractor performance evaluations using standard city forms and will submit these to the CIP Project Manager.

Assumptions:

1. City to provide standard form.

Deliverables:

Contractor evaluations.

TASK 6 – OPTIONAL SERVICES

Due to the uncertain nature of the need for additional services by Harris, the following services are offered on an as-needed basis to the City of San Diego Water Department for its sole discretionary use. Harris shall not perform nor be compensated for work associated with this task without the written authorization of the City of San Diego Water Department. City may give authorization subsequent to a determination during the course of the project for the need of any additional service(s), the scope of such service(s), and the cost of the service(s). Additional services may include, but not are limited to, the items listed below or the services listed in Task 1 through Task 5 of this scope.

6.1 Additional Construction Management Services

Purpose:

To provide additional support services to the City of San Diego Water Department when the City of San Diego Water Department deems it is in its best interests to have Harris provide the extra construction management services. This task may be required if the contractor's schedule is significantly different that what was assumed in the initial staffing plan. This task will be required if the City of San Diego Water Department changes either the initial construct schedule or phasing.

Approach:

Harris will assist the City of San Diego Water Department with extra construction management services when requested by the City of San Diego Water Department. Harris will provide similar services as outlined in Task 1 through Task 5 of this Scope. Construction management services not in Task 1 through Task 5 of this Scope will be negotiated with the City of San Diego Water Department on an as needed basis.

Harris will attend special meetings requested by the City of San Diego Water Department that are not part of the Scope of Services, but are necessitated by unforeseen circumstances during the life of the contract.

Assumptions:

1. Assumptions will be determined during negotiations with the City of San Diego Water Department for the extra construction management services.

Deliverables:

2. Deliverables will be determined during negotiations with the City of San Diego Water Department.

1.

6.2 Dispute Resolution Support

Purpose:

Assist the City of San Diego Water Department by preparing for and attending Dispute Review Board (DRB) or arbitration hearings, as well as reconsideration hearings, the City of San Diego Water Department deems necessary.

Approach:

Harris will assist the City of San Diego Water Department at DRB hearings or arbitration through attendance and participation as desired by the City of San Diego Water Department. Harris will assist the City of San Diego Water Department in preparing the City of San Diego Water Department's case before the hearing. Documents prepared by Harris may include, but not be limited to, cost estimates, chronological documents from both sides in the hearing, research from other sources and other information the City of San Diego Water Department deems necessary.

Assumptions:

1. Harris' Project Manager and Construction Manager will attend the hearing(s).
2. Harris will attend hearings as stipulated by the City of San Diego Water Department.
3. City will authorize Harris to begin its work when the DRB or arbitration is given notice that the City of San Diego Water Department or its construction contractor has requested a hearing.

Deliverables:

2. Summary of critical issues addressed at each DRB or arbitration hearing Harris attends.
Documentation prepared by Harris staff or its sub-consultants.

6.3 Claims Analysis/Preparation

Purpose:

To assist City in defending against contractor's construction claims beyond the "Settlement Meeting" as identified in the contract documents and task 3.23.

Approach:

HARRIS will meet with City project staff, and get their perspective of the claims. Harris will analyze the contractor's CPM schedule for City-caused delays and time impacts. Labor productivity and costs will be evaluated, if appropriate, and recommendations will be prepared for the City of San Diego Water Department.

Assumptions:

1. City will provide all documents and records for review by Harris.
2. The claims reporting procedures in the CIP program-wide reporting system are similar to the procedure listed in the approach above.

Deliverables:

HARRIS claims analysis and recommendations.

6.4 Delay Analysis

Purpose:

Analyze contractor delay claims, and make recommendations to City beyond the scope of services tasks 3.

Approach:

Harris team will begin by comparing contractor's base-line schedule to the "as-constructed" schedule. Any "recovery" schedule will also be noted. Team will look for concurrent and contractor-caused delays. Submittal trail, correspondence and weekly statements of contract time will be analyzed. Project participants will be interviewed if available.

Assumptions:

1. City will provide all documents and records for review by Harris.

Deliverables:

1. Harris will deliver written analysis of contractor's delay claim to City.

6.5 Occupancy Assistance

Purpose:

Provide additional assistance to the City of San Diego Water Department in operating the facility following construction completion and start- up of the work.

Approach:

Following start- up and completion of the contract work assist the City of San Diego Water Department in operating the facility beyond the contract completion or contract period.

Assumptions:

1. Construction contract provides for coordinated City occupancy of the facility.
2. Contractor has submitted start up plan and met contract obligations.

Deliverables:

1. Reviewed contractor baseline schedule providing City occupancy period. Written notice of any contractor deviation from the most recent approved

6.6 Overtime Field Inspection

Purpose:

Provide inspection of the contract work beyond normal work hours.

Approach:

Using regularly scheduled or additional field inspectors perform routine quality control inspection for contract compliance.

Assumptions:

1. Inspection required outside normal hours is scheduled in advance by the contractor.
2. City of San Diego Water Department approves contractor to work outside normal work hours and City authorizes overtime inspection.

Deliverables:

1. Daily Inspection Report.

6.7 Start-up Coordination

Purpose:

Provide start-up assistance to the City of San Diego Water Department after construction is complete and beyond services identified in tasks 1-5.

Approach:

Provide extended Start-Up assistance to the City of San Diego beyond the contracts completion and in the warranty period.

6.8 Studies and Reports

Purpose:

Perform studies and prepare technical reports that meet City requirements that are outside the scope of services identified in tasks 1-5.

Approach:

Harris will determine City requirements for studies, prepare an action plan for pursuing studies, and submit action plan to City for review and approval. Harris requirements and standards for reports.

Deliverable:

1. Harris will provide detailed reports outlining results of studies.

6.9 Warranty Coordination

Purpose:

Provide inspection and warranty management services during warranty period.

Approach:

Harris will provide continued inspection and warranty management services after project acceptance and throughout the warranty period. Contractor will be notified of warranty issues within four hours of discovery by Harris or four hours of being notified of warranty deficiencies by City. Contractor will be required to repair or replace defective work within a reasonable time. Defects that present a hazard to the public or City personnel will be addressed immediately by contractor. Harris will conduct a warranty inspection of the project one month prior to the end of the warranty period, and present a list of warranty deficiencies to the contractor. Harris will recommend release of the contractor's warranty bond by the City after the end of the warranty period, and after all warranty deficiencies are remedied.

Assumptions:

1. Harris Scope of Services includes warranty inspection and coordination.

Deliverables:

1. Harris recommendation to City/Owner stating that all identified warranty defects have been corrected, and that the contractor's warranty bond should be released.

Resource	2008	2009	2010	2009																							
	Rate*	4%	4%	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CM	\$ 190	\$ 198	\$ 206	178	\$ 34,778	160	\$ 31,616	178	\$ 34,778	176	\$ 34,778	168	\$ 33,197	178	\$ 34,778	184	\$ 36,358	168	\$ 33,197	178	\$ 34,778	176	\$ 34,778	168	\$ 33,197	184	\$ 36,358
CM - PT	\$ 190	\$ 198	\$ 206																								
Inspector 1	\$ 120	\$ 125	\$ 130	178	\$ 21,965	160	\$ 19,968	178	\$ 21,965	176	\$ 21,965	168	\$ 20,966	178	\$ 21,965	184	\$ 22,963	168	\$ 20,966	178	\$ 21,965	176	\$ 21,965	168	\$ 20,966	184	\$ 22,963
Inspector 2	\$ 120	\$ 125	\$ 130	178	\$ 21,965	160	\$ 19,968	178	\$ 21,965	176	\$ 21,965	168	\$ 20,966	178	\$ 21,965	184	\$ 22,963	168	\$ 20,966	178	\$ 21,965	176	\$ 21,965	168	\$ 20,966	184	\$ 22,963
Inspector:Start-up	\$ 125	\$ 130	\$ 135	88	\$ 11,440	120	\$ 15,600	120	\$ 15,600	120	\$ 15,600	120	\$ 15,600	0	\$ -											80	\$ 10,400
Inspector:Special	\$ 120	\$ 125	\$ 130	80	\$ 9,984	40	\$ 4,992			32	\$ 3,984	80	\$ 9,984	80	\$ 9,984	80	\$ 9,984	80	\$ 9,984	80	\$ 9,984	80	\$ 9,984	80	\$ 9,984	80	\$ 9,984
Inspector:Welding	\$ 120	\$ 125	\$ 130			16	\$ 1,997	80	\$ 9,984																	32	\$ 3,984
Office Engineer	\$ 98	\$ 102	\$ 106	178	\$ 17,938	160	\$ 16,307	178	\$ 17,938	176	\$ 17,938	168	\$ 17,123	178	\$ 17,938	184	\$ 18,753	168	\$ 17,123	178	\$ 17,938	176	\$ 17,938	168	\$ 17,123	184	\$ 18,753
Scheduler - FT	\$ 150	\$ 156	\$ 162	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120	20	\$ 3,120
Scheduler - PT	\$ 150	\$ 156	\$ 162	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Principal	\$ 240	\$ 250	\$ 260	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496	10	\$ 2,496
Totals				902	\$ 123,685	848	\$ 116,064	934	\$ 127,845	886	\$ 121,655	902	\$ 123,452	814	\$ 112,245	846	\$ 116,638	782	\$ 107,852	814	\$ 112,245	770	\$ 106,754	774	\$ 107,270	702	\$ 96,063

Resource	2008	2009	2010	2010																			
	Rate	4%	4%	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
CM	\$ 190	\$ 198	\$ 206	168	\$ 34,625	160	\$ 32,681	184	\$ 37,613	176	\$ 36,169	168	\$ 34,525	168	\$ 34,525	80	\$ 16,440	80	\$ 16,440	\$ -	\$ -	\$ -	
CM - PT	\$ 190	\$ 198	\$ 206		\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -		\$ -	\$ -	\$ -		
Inspector 1	\$ 120	\$ 125	\$ 130	168	\$ 21,603	160	\$ 20,767	184	\$ 23,882	176	\$ 22,843	168	\$ 21,803	168	\$ 21,803	84	\$ 10,903	80	\$ 10,383	\$ -	\$ -	\$ -	
Inspector 2	\$ 120	\$ 125	\$ 130		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -		
Inspector Start-up	\$ 125	\$ 130	\$ 135	120	\$ 16,224	120	\$ 16,224	40	\$ 5,408	40	\$ 5,408	40	\$ 5,408	40	\$ 5,408		\$ -		\$ -	\$ -	\$ -		
Inspector Special	\$ 120	\$ 125	\$ 130	40	\$ 5,192		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -		
Inspector Welding	\$ 120	\$ 125	\$ 130		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -		
Office Engineer	\$ 98	\$ 102	\$ 106	168	\$ 17,807	160	\$ 16,859	184	\$ 19,503	176	\$ 18,655	168	\$ 17,807	168	\$ 17,807		\$ -		\$ -	\$ -	\$ -		
Scheduler - FT	\$ 150	\$ 156	\$ 162	20	\$ 3,245	20	\$ 3,245	20	\$ 3,245	20	\$ 3,245	20	\$ 3,245	20	\$ 3,245		\$ -		\$ -	\$ -	\$ -		
Scheduler - PT	\$ 150	\$ 156	\$ 162	0	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -		
Principal	\$ 240	\$ 250	\$ 260								\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -		
Totals				684	\$ 98,798	620	\$ 90,078	612	\$ 89,851	568	\$ 86,320	564	\$ 82,790	564	\$ 82,790	272	\$ 48,572	180	\$ 26,824	80	\$ 16,440	0	\$ -

001456

Resource	2008	2009	2010	TOTALS												2008												2009												2010											
	Rate*	4%	4%	Hrs	\$	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec										
CM	\$ 190	\$ 198	\$ 208	3208	\$ 638,321	\$ -	\$ -	\$ -	\$ -	23	\$ 4,370	44	\$ 8,360	42	\$ 7,980	46	\$ 8,740	42	\$ 7,980	44	\$ 8,360	48	\$ 8,740	160	\$ 30,400	184	\$ 34,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
CM PT	\$ 190	\$ 198	\$ 208	10	\$ 1,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
Inspector 1	\$ 120	\$ 125	\$ 130	2608	\$ 329,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
Inspector 2	\$ 120	\$ 125	\$ 130	299	\$ 35,880	12	\$ 1,440	\$ -	\$ -	\$ -	23	\$ 2,760	44	\$ 5,280	\$ -	\$ 5,040	46	\$ 5,520	42	\$ 5,040	44	\$ 5,280	46	\$ 5,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Inspector-Start-up	\$ 125	\$ 130	\$ 135	1128	\$ 148,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
Inspector-Special	\$ 120	\$ 125	\$ 130	872	\$ 84,065	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
Inspector-Welding	\$ 120	\$ 125	\$ 130	294	\$ 32,498	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
Office Engineer	\$ 98	\$ 102	\$ 108	2908	\$ 294,786	\$ -	\$ -	\$ -	100	\$ 9,800	108	\$ 10,368	108	\$ 10,368	100	\$ 9,800	110	\$ 10,780	100	\$ 9,800	108	\$ 10,368	110	\$ 10,780	96	\$ 9,408	110	\$ 10,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Scheduler - FT	\$ 150	\$ 156	\$ 162	372	\$ 57,692	\$ -	\$ -	\$ -	\$ -	48	\$ 7,200	12	\$ 1,800	12	\$ 1,800	12	\$ 1,800	12	\$ 1,800	12	\$ 1,800	12	\$ 1,800	12	\$ 1,800	12	\$ 1,800	12	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Scheduler - PT	\$ 150	\$ 156	\$ 162	10	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Principal Engineer	\$ 240	\$ 250	\$ 260	1128	\$ 30,931	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Totals				11583	\$ 1,652,794	12	\$ 1,440	\$ -	100	\$ 9,800	208	\$ 26,158	212	\$ 27,268	202	\$ 26,060	220	\$ 28,280	202	\$ 26,060	212	\$ 27,268	220	\$ 28,280	434	\$ 62,248	432	\$ 63,380																							

Direct Costs

Constructability/Biddability Review (230 shts)	\$ 14,400
Partnering (2 mtgns)	\$ 3,600
Testing Allowance	\$ 24,000
Vehicle & Mileage	\$ 13,200
Cell Phones	\$ 3,360
Trailer Office Supplies	\$ 1,600
Internet Connections	\$ 1,800
CM Per Diem	\$ 33,600
Sub-Total Direct Costs	\$ 95,760

Sub-Total Labor & Direct Costs**\$ 1,748,554****Additional Services****\$92,837****Total Not to Exceed w/Additional Services****\$ 1,841,391**

Basis of Negotiation draft "level of effort" markup by Ed Jordan

Negotiation Notes 8/11/07 lpm

Assumptions:

- 1 Notice to Proceed will be issued in April 2008
- 2 Preconstruction Services with the exception of preconstruction conference are to be additional service
- 3 Construction Manager Full Time during active construction contract period
- 4 Phase 1 Inspector starts Nov 2008, Full Time thru Jul 2010
- 5 Phase 2 Inspector starts with NTP, Full Time thru Oct 2009
- 6 Startup Inspection (Jan-May 2009 & Nov2009-Jun2010) Part-time position (hours revised per Ed's markup)
- 7 Change Admin to Office Engineer. Office Engineer can provide inspection and CA services.
- 8 Revised scheduler hours to 20/month during construction
- 9 Special Inspection Part-time position (hours revised per Ed's markup)
- 10 Welding Inspection Part-time position (hours revised per Ed's markup)
- 11 Reduced escalation from 5% to 4%. Billed rate is function of actual direct salary.
- 12 Billing rate = (direct labor) + ((overhead) * (direct labor)) * (profit)
- 13 Overtime is excluded. Cost incurred for overtime will be invoiced at 1.5 times the straight hourly rate.

**Harris & Associates.**

Exhibit 8

001458

Alternative 1 Otay Water Treatment Plant Phase I

Exhibit B

	2008	2009	2010	TOTALS												2010													
Resource	Rate*	4%	4%	Hrs	\$	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec												
CM	\$ 190	\$ 198	\$ 206	3208	\$ 638,321	151	\$ 31,031	144	\$ 28,593	166	\$ 34,114	158	\$ 32,470	151	\$ 31,031	151	\$ 31,031	151	\$ 31,031	151	\$ 31,031	151	\$ 31,031	151	\$ 31,031	151	\$ 31,031	151	\$ 31,031
CM - PT	\$ 190	\$ 198	\$ 206	105	\$ 20,058	53	\$ 10,106	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753	51	\$ 9,753
Inspector 1	\$ 120	\$ 125	\$ 130	2608	\$ 329,912	151	\$ 19,599	144	\$ 18,690	166	\$ 21,545	158	\$ 20,507	151	\$ 19,599	151	\$ 19,599	72	\$ 9,345	72	\$ 9,345								
Inspector 2	\$ 120	\$ 125	\$ 130	299	\$ 35,880		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -								
Inspector Start-up	\$ 125	\$ 130	\$ 135	1128	\$ 148,720	120	\$ 16,224	120	\$ 16,224	40	\$ 5,408	40	\$ 5,408	40	\$ 5,408		\$ -		\$ -		\$ -								
Inspector Special	\$ 120	\$ 125	\$ 130	672	\$ 84,085	40	\$ 5,192		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -								
Inspector Welding	\$ 120	\$ 125	\$ 130	264	\$ 32,486		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -								
Office Engineer	\$ 98	\$ 102	\$ 106	2908	\$ 294,786	100	\$ 10,800	96	\$ 10,176	110	\$ 11,860	106	\$ 11,236	100	\$ 10,800	100	\$ 10,800		\$ -		\$ -								
Scheduler - FT	\$ 150	\$ 156	\$ 162	372	\$ 57,692	12	\$ 1,947	12	\$ 1,947	12	\$ 1,947	12	\$ 1,947	12	\$ 1,947	12	\$ 1,947		\$ -		\$ -								
Scheduler - PT	\$ 1150	\$ 1156	\$ 1162	120	\$ 1,395,240	120	\$ 1,395,240	120	\$ 1,395,240	120	\$ 1,395,240	120	\$ 1,395,240	120	\$ 1,395,240	120	\$ 1,395,240												
Principal	\$ 240	\$ 250	\$ 260	126	\$ 30,931																								
Totals				11583	\$ 1,652,794	574	\$ 84,592	516	\$ 78,829	494	\$ 74,674	474	\$ 71,567	454	\$ 68,584	454	\$ 68,584	235	\$ 42,323	144	\$ 24,141	72	\$ 14,796	0	\$ -	0	\$ -	0	\$ -

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	2008	2009	2010	TOTALS	2008	2009	2010	TOTALS	2008	2009	2010	TOTALS	2008	2009	2010	TOTALS	
Resource	Rate*	4%	4%	Hrs	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM	\$ 190	\$ 198	\$ 206	1724	\$ -	\$ -	\$ -	\$ -	87	\$ 12,730	132	\$ 25,080	126	\$ 23,940	132	\$ 25,080	
CM - PT	\$ 190	\$ 198	\$ 206	802	\$ -	\$ -	\$ -	\$ -	40	\$ 6,365	66	\$ 12,540	63	\$ 12,970	69	\$ 14,150	
Inspector 1	\$ 120	\$ 125	\$ 130	552	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
Inspector 2	\$ 120	\$ 125	\$ 130	2911	\$ 960	\$ -	\$ -	\$ -	87	\$ 8,040	132	\$ 15,840	126	\$ 15,120	132	\$ 15,840	
Inspector-Start-up	\$ 125	\$ 130	\$ 135	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Inspector-Special	\$ 120	\$ 125	\$ 130	608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	32	\$ 3,840	32	\$ 3,840	120	\$ 14,400
Inspector-Welding	\$ 120	\$ 125	\$ 130	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office Engineer	\$ 98	\$ 102	\$ 108	1948	\$ -	\$ -	68	\$ 6,664	70	\$ 6,860	68	\$ 6,664	74	\$ 7,252	64	\$ 6,272	
Scheduler - FT	\$ 150	\$ 156	\$ 162	248	\$ -	\$ -	\$ -	32	\$ 4,800	8	\$ 1,200	8	\$ 1,200	8	\$ 1,200	8	\$ 1,200
Scheduler - PT	\$ 150	\$ 156	\$ 162	802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Principal	\$ 240	\$ 250	\$ 260	84	\$ -	\$ -	\$ -	\$ -	\$ 960	\$ 1,200	\$ 960	\$ 1,200	\$ 960	\$ 1,200	\$ 960	\$ 1,200	
Totals				8375	\$ 1,129,727	\$ 960	\$ -	68	\$ 6,664	240	\$ 33,390	346	\$ 49,940	332	\$ 47,884	\$ 53,572	

Direct Costs

Constructability/Biddability Re (230 shts)	\$ 9,600
Partnering (2 mtggs)	\$ 2,400
Testing Allowance	\$ 16,000
Vehicle & Mileage	\$ 8,800
Cell Phones	\$ 2,240
Trailer Office Supplies	\$ 1,200
Internet Connections	\$ 1,200
CM Per Diem	\$ 22,400
Sub-Total Direct Costs	\$ 63,840

Sub-Total Labor & Direct Costs**\$ 1,193,567****Additional Services****\$52,018****Total Not to Exceed w/Additional Services****\$1,255,585**

Basis of Negotiation draft "level of effort" markup by Ed Fordan

Negotiation Notes 9/11/07 1pm

Assumptions:

- 1 Notice to Proceed will be issued in April 2008
- 2 Preconstruction Services with the exception of preconstruction conference are to be additional service
- 3 Construction Manager Full Time during active construction contract period
- 4 Phase 1 Inspector starts Nov 2008, Full Time thru Jul 2010
- 5 Phase 2 Inspector starts with NTP, Full Time thru Oct 2009
- 6 Startup Inspection (Jan-May 2009 & Nov2009-Jun2010) Part-time position (hours revised per Ed's markup)
- 7 Change Admin to Office Engineer. Office Engineer can provide inspection and CA services.
- 8 Revised scheduler hours to 20/month during construction
- 9 Special Inspection Part-time position (hours revised per Ed's markup)
- 10 Welding Inspection Part-time position (hours revised per Ed's markup)
- 11 Reduced escalation from 5% to 4%. Billed rate is function of actual direct salary.
- 12 Billing rate = (direct labor) + ((overhead) * (direct labor)) * (profit)
- 13 Overtime is excluded. Cost incurred for overtime will be invoiced at 1.5 times the straight hourly rate.

**Harris & Associates.**

Resource	2006	2006	2006	TOTALS												2009													
	Rate	4%	4%	Hrs		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec												
CM	\$ 180	\$ 186	\$ 208	1724	\$ 335,208	70	\$ 13,832	54	\$ 12,646	70	\$ 13,832	70	\$ 13,832	66	\$ 13,437	70	\$ 13,832	74	\$ 14,622	66	\$ 13,437	70	\$ 13,832	70	\$ 13,832	17	\$ 3,358	18	\$ 3,557
CM - FT	\$ 180	\$ 186	\$ 208	1724	\$ 335,208	70	\$ 13,832	54	\$ 12,646	70	\$ 13,832	70	\$ 13,832	66	\$ 13,437	70	\$ 13,832	74	\$ 14,622	66	\$ 13,437	70	\$ 13,832	70	\$ 13,832	17	\$ 3,358	18	\$ 3,557
Inspector 1	\$ 120	\$ 125	\$ 130	852	\$ 106,944	70	\$ 8,736	64	\$ 7,967	70	\$ 8,736	70	\$ 8,736	66	\$ 8,486	70	\$ 8,736	74	\$ 9,235	66	\$ 8,486	70	\$ 8,736	70	\$ 8,736	17	\$ 2,122	18	\$ 2,246
Inspector 2	\$ 120	\$ 125	\$ 130	2911	\$ 357,480	178	\$ 21,965	160	\$ 19,968	178	\$ 21,965	178	\$ 21,965	168	\$ 20,868	178	\$ 21,965	184	\$ 22,963	168	\$ 20,868	178	\$ 21,965	100	\$ 12,480	40	\$ 4,992		
Inspector Start-up	\$ 125	\$ 130	\$ 135	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Inspector Special	\$ 120	\$ 125	\$ 130	808	\$ 73,536	80	\$ 9,864	40	\$ 4,992			0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Inspector Welding	\$ 120	\$ 125	\$ 130	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Office Engineer	\$ 96	\$ 102	\$ 108	1848	\$ 197,476	70	\$ 7,134	64	\$ 6,523	70	\$ 7,134	70	\$ 7,134	68	\$ 6,931	70	\$ 7,134	74	\$ 7,542	68	\$ 6,931	70	\$ 7,134	70	\$ 7,134	68	\$ 6,931	74	\$ 7,542
Scheduler - FT	\$ 120	\$ 125	\$ 162	248	\$ 36,461	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248
Scheduler - PT	\$ 110	\$ 115	\$ 182	80	\$ 9,600	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248
Principal Engineer	\$ 240	\$ 250	\$ 260	84	\$ 20,621	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248	8	\$ 1,248
Totals					\$ 1,129,727	478	\$ 63,888	404	\$ 54,363	398	\$ 53,914	398	\$ 53,914	384	\$ 52,067	388	\$ 53,914	416	\$ 56,608	384	\$ 52,067	398	\$ 53,914	322	\$ 44,429	154	\$ 19,850	122	\$ 15,592

Resource	2006	2008	2010	TOTALS												2010												
	Rate	4%	4%	Hrs	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CM	\$ 180	\$ 188	\$ 206	1724	\$ 335,208	17	\$ 3,494	18	\$ 3,286	18	\$ 3,690	18	\$ 3,690	17	\$ 3,494	17	\$ 3,494	8	\$ 1,644	8	\$ 1,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CM 1/2	\$ 180	\$ 188	\$ 206	862	\$ 167,604	17	\$ 2,206	16	\$ 2,077	18	\$ 2,336	18	\$ 2,336	17	\$ 2,206	17	\$ 2,206	12	\$ 1,558	9	\$ 1,038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspector 1	\$ 120	\$ 125	\$ 130	852	\$ 106,844	17	\$ 2,206	16	\$ 2,077	18	\$ 2,336	18	\$ 2,336	17	\$ 2,206	17	\$ 2,206	12	\$ 1,558	9	\$ 1,038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspector 2	\$ 120	\$ 125	\$ 130	2911	\$ 357,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Inspector Start-up	\$ 125	\$ 130	\$ 135	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Inspector Special	\$ 120	\$ 125	\$ 130	608	\$ 73,536	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Inspector Welding	\$ 120	\$ 125	\$ 130	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office Engineer	\$ 88	\$ 102	\$ 106	1848	\$ 197,478	68	\$ 7,208	64	\$ 6,784	74	\$ 7,844	70	\$ 7,420	66	\$ 7,208	62	\$ 7,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Scheduler - FT	\$ 150	\$ 156	\$ 162	248	\$ 38,461	8	\$ 1,296	8	\$ 1,296	8	\$ 1,296	8	\$ 1,296	8	\$ 1,296	8	\$ 1,296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Scheduler - PT	\$ 150	\$ 156	\$ 162	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Proposal	\$ 240	\$ 250	\$ 260	1,841	\$ 472,621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals					\$ 1,129,727	110	\$ 14,206	104	\$ 13,448	118	\$ 15,177	114	\$ 14,753	110	\$ 14,206	110	\$ 14,206	57	\$ 6,349	15	\$ 2,882	8	\$ 1,644	0	\$ -	0	\$ -	\$ -

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EXHIBIT C

TIME SCHEDULE

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONTRACTOR REQUIREMENTS

TABLE OF CONTENTS

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- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. **Nondiscrimination in Contracting Ordinance.** All consultants and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. **Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. **Contract Language.** The following language shall be included in contracts for City projects between the consultant and any Subcontractors, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:

1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written *documentation of these reviews*;
5. The Consultant discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;

10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. **Equal Opportunity Contracting.** Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractor. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Subcontractor participation level*.

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports (Attachment CC) reflecting work performed by Subcontractors* shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. **Outreach Efforts.** Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. **Past Participation Levels.** Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of

Subcontractor firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. **Equal Opportunity Employment.** Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. **Community Activities.** Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. **Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:**

1. **Outreach Efforts.** Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
2. **Past Participation Levels.** Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
3. **Equal Opportunity Employment.** Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. **Community Activities.** Proposer's current community activities.

VI. **List of Subcontractors.** Consultants are required to submit a *Subcontractor List* with their proposal.

A. **Subcontractors List.** The *Subcontractor List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.

1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. **Commitment Letters.** Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page

each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified "Minority Business Enterprise" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "Women Business Enterprise" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "Disadvantaged Business Enterprise" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "Disabled Veteran Business Enterprise" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

"Other Business Enterprise" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

VIII. Certification.

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;

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3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

- B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

- AA - *Work Force Report*
- BB - *Subcontractors List*
- CC - *Contract Activity Report*

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City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Harris & Associates

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 120 Mason CircleCity Concord County Contra Costa State California Zip 94520Telephone Number: (225) 827-4900 FAX Number: (225) 827-4982Name of Company CEO: L. Carl Harris, PE

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 750 B Street, Suite 1800City San Diego County San Diego State California Zip 92101Telephone Number: (619) 236-1778 FAX Number: (619) 236-1179Type of Business: Civil Engineering Firm Type of License: N/AThe Company has appointed: Marie Rhockley

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 120 Mason Circle, Concord, CA 94520Telephone Number: (225) 827-4900 FAX Number: (225) 827-4982☐ One San Diego County (or Most Local County) Work Force - Mandatory☒ Branch Work Force *☐ Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Harris & AssociatesSan Diego California (Firm Name)(County) (State) hereby certify that information providedherein is true and correct. This document was executed on this 9th day of October, 200 7.[Signature]E. Javier Saunders, PE

(Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: Harris & Associates DATE: 10/9/2007OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American (5) Filipino
 (2) Hispanic, Latino, Mexican-American, Puerto Rican (6) White, Caucasian
 (3) Asian, Pacific Islander (7) Other ethnicity; not falling into other groups
 (4) American Indian, Eskimo

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1								3			
Professional			1								2			
A&E, Science, Computer			1						1		6			
Technical	1		1		2		1		1		7	1		
Sales														
Administrative Support			1						1					
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	0	4	1	2	0	1	0	2	1	19	1	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees

32

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT -- ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of each of the three counties.^{1,2} On the other hand, if the

project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

¹ One San Diego County (or Most Local County)

Work Force -- Mandatory in most cases

² Branch Work Force "

³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county*

Exhibit: Work Force Report Job categories

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialists Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers

Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical
Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales
Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support
Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services
Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers

EOC Work Force Instructions (rev. 12/04)

Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts
Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers
Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation
Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers
Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

SUBCONSULTANTS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/D BE/DVBE/OB E	**WHERE CERTIFIED
Testing Services & Inspection Inc. 3030 Main Street San Diego, Ca 92113	Welding Inspection and Specialty Inspection	5%		MBE/DBE	CALTRANS

*For information only. As appropriate, Proposer shall identify Subconsultants as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program* (EOCP) no later than thirty (30) days after the close of each quarter.

PROJECT: _____ PRIME CONTRACTOR: _____
 CHARTERED ACCOUNTANT: _____ INSURANCE BROKER: _____

CONTRACT AMOUNT: _____ INVOICE PERIOD: _____ DATE: _____
Include Additional Services Not-To-Exceed Amount

[illegible]

Completed by _____

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EXHIBIT E

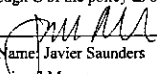
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: OTAY WATER TREATMENT PLANT UPGRADES PHASE I
AND PHASE II

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding
Drug-Free Workplace as outlined in the request for proposals, and that:

HARRIS & ASSOCIATES

has in place a drug-free workplace program that complies with said policy. I further certify that each
subcontract agreement for this project contains language which indicates the Subcontractors agreement to abide
by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed 
Printed Name: Javier Saunders
Title: Regional Manager
Date 12-20-07

DETERMINATION FORM

CONFLICT OF INTEREST CODE:
DETERMINATION OF APPLICABILITY TO CONSULTANT

Name of Consultant & Company: HARRIS & ASSOCIATES 750 B STREET, SUITE 1800, SAN
DIEGO, CA. 92101

Consultant Duties:

Perform construction management and inspection services for the Otay Water Treatment Plant Upgrades. Duties include Quality Control, inspection, conducting project meetings, enforcing contract provisions, reviewing payment request and other related construction management services.


Disclosure determination:

☐ Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. No disclosure required.

☒ Consultant will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law.

☐ Disclosure required to the broadest level.

☒ Disclosure required to a limited extent:

By: 
Javier Saunders
REGIONAL MANAGER

Nov 2007
{Date}

*Forward a copy of this form to the Consultant to notify them of the determination.

*Forward a copy of this form to the City Clerk's office to go on file for reporting purposes.

DETERMINATION FORM

ATTACHMENT TO DETERMINATION FORM - DEFINITION OF "CONSULTANT"

A "consultant" is an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: SUSTAINABLE BUILDING POLICY
POLICY NO.: 900-14
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED "Silver" Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. *Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort.* Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the *separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.*
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
 - a. 15% better than California's Title 24.2001 for Residential Buildings.
 - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.
5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

REFERENCES:

Related existing Council Policies:

400-11, Water Conservation Techniques

400-12, Water Reclamation/Reuse

900-02, Energy Conservation and Management

900-06, Solid Waste Recycling

HISTORY:

Adopted by Resolution R-289457 11/18/1997

Amended by Resolution R-295074 06/19/2001

Amended by Resolution R-298000 05/20/2003

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City of San Diego

EXHIBIT H

Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location and CIP No.):		2a. Name and address of Consultant:	
1b. Brief Description:		2b. Consultant's Project Manager:	
1c. Budgeted Cost:		Phone () _____	
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include division):		3b. Project Manager (address & phone):	
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)			
4. Design			
4a. Agreement Date: _____ Resolution #: _____ \$ _____			
4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)			
4c. Total Agreement (4a. & 4b.): \$ _____			
4d. Type of Work (design, study, etc.):		4e. Key Contract Completion Dates:	
		Agreement _____ % _____ % _____ % _____ % _____ % 100 % Delivery _____ Acceptance _____	
5. Construction			
5a. Contractor _____ (name and address)		Phone () _____	
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)		5f. Change Orders:	
5d. Working days _____ (number)		Errors/Omissions _____ % of const. cost \$ _____	
5e. Actual Working days _____ (number)		Unforeseen Conditions _____ % of const. cost \$ _____	
		Changed Scope _____ % of const. cost \$ _____	
		Changes Quantities _____ % of const. cost \$ _____	
		Total Construction Cost \$ _____	
6. OVERALL RATING (Please ensure Section II is completed)			
		Excellent	Satisfactory
6a. Plans/specification accuracy _____		_____	_____
Consistency with budget _____		_____	_____
Responsiveness to City Staff _____		_____	_____
6b. Overall Rating _____		_____	_____
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date _____	
7b. Deputy Director _____		Date _____	

ED-150 (4-91)

TURN OVER

PLANS/SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	NA	RESPONSE/TIME TO STAY	EXCELLENT	SATISFACTORY	POOR	NA
Plans/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					COMMITMENT WITH REQUEST	EXCELLENT	SATISFACTORY	POOR	NA
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____:

Item _____:

Item _____:

Item _____:

Item _____:

Item _____:

(*Supporting documentation attached yes _____ no _____)